

RFP 040-003
INDIANA SECRETARY OF STATE'S OFFICE

1.1 INTRODUCTION

The Indiana Secretary of State's office (SOS) seeks the services of an advertising agency to produce and potentially distribute a public service media campaign or series of smaller campaigns promoting financial literacy as part of the SOS's investor education duties. It is the intent of SOS to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Implementation	The successful installation of the financial literacy campaign as specified in the contract resulting from this RFP.
Joint Bid	When more than one company submits a proposal in order to be contracted in the RFP process. (The State does not allow joint bids).
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	An offer as defined in IC 5-22-2-17.
Respondent	An offeror as defined in IC 5-22-2-18.
Services	Work to be performed as specified in this RFP. A)
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

1.3 PURPOSE OF THE RFP

The Secretary of State's office is responsible for educating Hoosier investors about investing in addition to regulating securities transactions. The SoS believes that the best way to decrease the number of Hoosiers being deprived of their hard-earned money by

unscrupulous brokers or by unsuitable investments is to educate as many Hoosiers as possible about important topics like investing basics, identity theft, investment products, financial responsibility, investment fraud, and selecting investment advisors and stock brokers. As such, the SOS seeks proposals for a public service media campaign or series of smaller campaigns to reach Hoosiers and educate them about these important topics.

1.4 SCOPE OF THE RFP

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Section One -- A description of many factors affecting the proposal process and procedures.

Section Two -- A description of the required format and subject content of any acceptable proposals offered in response to this document.

Section Three -- A general discussion of the method that will be used by an evaluation team in selecting a respondent with whom to enter contract negotiations.

Attachments -- Details supporting this basic RFP document.

1.5 ISSUING OFFICE

This RFP is being issued by the SOS in accordance with Indiana statute. The content has been prepared by the staff of SOS. This RFP is being posted to the SOS website (www.sos.IN.gov) for downloading.

1.6 DUE DATE FOR PROPOSALS AND QUESTIONS

All proposals must be received at the address below by the SOS no later than **3 p.m. Eastern Standard Time** on *August 19, 2005*. Each respondent must submit one original (marked "Original") and three complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. A complete copy of the proposal must be provided on a 3 ½" diskette and/or on CD-ROM size 700. No more than one proposal per respondent should be submitted. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond that sufficient to present a complete and effective proposal, are not desired. All proposals must be addressed to the following:

Chief of Staff
Indiana Secretary of State's office
200 West Washington Street, Room 201
Indianapolis, IN 46204

All proposal packages must be clearly marked with the RFP number (040-003), due date, and time due. Any proposal received by the SOS after the due date and time will not be considered. Any late proposals will be returned, unopened, to the respondent upon request. All rejected proposals not claimed within thirty days of the proposal due date

will be destroyed.

The State of Indiana accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper. When possible, soy ink should be used.

Caution to respondents about shipping/mailing: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom and not directly to the Secretary of State's office. It is the responsibility of the respondent to make sure that solicitation responses are received by the SOS on or before the designated time and date. Late submissions will not be accepted. The SOS clock is the official time for all solicitation submissions.

Questions/Inquiries

All questions regarding this RFP must be submitted in writing to the above address no later than **3 p.m. Eastern Standard Time** on July 29, 2005. Inquiries may also be submitted via fax **(317-233-3283)** or email hwillis@sos.IN.gov and must be received by the SOS by the time and date indicated above. Questions submitted after 3 p.m. may not be considered.

Following the question due date, the SOS will assemble a list of the compiled questions asked by all respondents. The responses will be posted to the SOS website approximately one week after the question due date listed above. The SOS reserves the right to judge whether any questions should be answered in writing, and copies will be placed on the SOS web site for downloading. Only answers posted on the SOS web site will be considered official and valid by the SOS. No negotiations, decisions, or actions shall be initiated by any respondent as a result of any verbal discussion with any State employee.

Inquiries are not to be directed to any staff member of the SOS. Such action may disqualify respondent from further consideration for a contract as a result of this RFP.

1.7 PRE-PROPOSAL CONFERENCE

It is the decision of the SOS that no pre-proposal conference is required for this RFP.

1.8 MODIFICATION OR WITHDRAWAL OF OFFERS

Responses to this RFP may be modified or withdrawn in writing with notice sent to SOS by mail, fax or e-mail received prior to the exact hour and date specified for receipt of proposals. The respondent's authorized representative may withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the

proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to or withdrawal of a proposal received by the SOS after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the SOS website. If such addenda issuance is necessary, the SOS reserves the right to extend the due date and time of proposals to accommodate such additional data requirements.

1.9 PRICING

The SOS requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date. SOS prefers to see prices for particular components or modules of the proposal listed individually in addition to one not to exceed price for the entire proposal.

The SOS recognizes there are certain industry practices for service providers. However, the SOS encourage respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFP.

1.10 BEST AND FINAL OFFERS

The SOS reserves the right to request best and final offers.

The request for best and final offers may include the following:

-
- Notice that this is the opportunity to submit written best and final offers
- Notice of the date and time for submission of the best and final offer
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered
- Notice of any changes in the SOS requirements

The SOS reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the respondent's best terms from a price and technical standpoint. The SOS reserves the right to request for best and final offers from all respondents determined by the SOS to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the SOS may select for negotiations the offers that are most advantageous to the State, considering cost and the evaluation factors in the RFP.

The SOS also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The State retains sole authority to determine whether contact with respondents is for clarification.

1.11 CONTRACT NEGOTIATIONS

After recommendation of a selected respondent by the evaluation team from the SOS, contract negotiations will commence. The contract will be based primarily on the required clauses of the SOS as indicated in the State contract boilerplate as appears in Attachment B of this document; secondly, on those required clauses presented by the respondent that are acceptable to the SOS; and, additionally, on any desirable clauses either party would like to incorporate into the contract. If at any time contract negotiation activities are judged to be ineffective by the SOS, the SOS will cause to cease all activities with respondent and begin contract negotiations with the next highest ranked respondent. This process may continue until either both the respondent and the SOS execute a completed contract or the SOS determines that no acceptable alternative proposal exists.

1.12 REFERENCE SITE VISITS

The State may request a site visit to a respondent's working support center to aid in the evaluation of the respondent's proposal.

1.13 TYPE AND TERM OF CONTRACT

The SOS intends to sign a contract with one or more respondent(s) to provide the complete set of products and services listed in this RFP. The SOS will not entertain joint bids.

The term of this contract shall be for a period of one year, beginning September 15, 2005 and ending September 14, 2006. There may be renewals, each for a term not to exceed one year and for a price not to exceed the price of the contract awarded pursuant to this RFP, for a total of two more years, at the SOS's option.

1.14 CONTRACT OBLIGATIONS

Attachment B of this document is the form of the expected contract resulting from this RFP. Although the SOS anticipates any respondent submitting a proposal will provide the major portion of the products and services as requested, subcontracting by the respondent is acceptable in performing the requirements of this RFP. However, the respondent must obtain the approval of the SOS before subcontracting any portion of the project's requirements, and the subcontractor must have registered with the Indiana Secretary of State prior to commencing work if it is a regular corporation, Sub Chapter S Corporation, Limited Liability Corporation, Limited Partnership or Not for Profit Corporation. The respondent is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any

respondent's proposal must identify all subcontractors, indicate that the subcontractor is registered with the Indiana Secretary of State, and outline the contractual relationship between the respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal. This RFP is subject to the Minority Business and Women's Enterprise Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the respondent must be in compliance with all State of Indiana statutes and be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the respondent and any or all subcontractors will be considered in the SOS's evaluation. The respondent must furnish information to the SOS as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the respondent must be made available upon request for inspection and examination by appropriate SOS officials, and such relationships must meet with the approval of the SOS.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. *The respondent must also specify which statutory exception provision applies.* The SOS reserves the right to make determinations of confidentiality. If the SOS does not agree the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the SOS will remove the proposal from consideration for award and return the proposal to the respondent. The SOS will not determine prices to be confidential information.

1.16 SECRETARY OF STATE'S OFFICE OBLIGATIONS

The SOS accepts no obligations for costs incurred by respondents in anticipation of being awarded a contract.

The SOS creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this

RFP shall be at the sole discretion of THE SOS. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.17 CONTRACT COMPONENTS

Any or all portions of this RFP and any or all portions of the respondent's response will be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.15) will not be disclosed.

1.18 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the SOS for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the SOS.

1.19 TAXES

The State of Indiana is exempt from federal, state, and local taxes. The SOS will not be responsible for any taxes levied on the respondent as a result of the contract resulting from this RFP.

1.20 SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, before a respondent can do business with the State, the respondent must be registered with the Indiana Secretary of State. In order to be considered responsible, an offeror that is a business required to register with the Secretary of State must have registered with the Secretary of State. If a respondent does not have such registration at present, the respondent should contact the following:

Secretary of State of Indiana
Corporations Division
302 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary application form. Registration information will be verified prior to RFP recommendation.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISE PARTICIPATION PLAN

The SoS requests that the respondent submit within the proposal a Minority and Women's Business Enterprise participation plan. Failure to provide the minority and women's business participation plan at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that SOS reserves the right to verify all information included on minority and women's business enterprise participation

plans before making final determinations of the respondent's responsiveness.

Respondents are encouraged to contact and work with the Minority Business and Women's Enterprise Division of the Indiana Department of Administration to design a plan. The Minority Business and Women's Enterprise Division's website address is as follows: www.in.gov/SOS/minority.

Questions involving the regulations governing the minority and women's business enterprise participation plan should be directed to the following:

Minority Business and Women's Enterprise Division
Indiana Department of Administration
402 W. Washington St., Room W469
Indianapolis, IN 46204
(317) 233-6607

1.22 AMERICANS WITH DISABILITIES ACT

The respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.23 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered verbatim. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process all respondents will be informed of the evaluation team's findings.

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Respondent inquiry period ends	July 29, 2005
Final State responses to inquiries	August 5,
2005 Proposal submission date	August 19, 2005
Request for best and final offers (BAFO)*	August 26, 2005
Receipt of best and final offers*	September 2, 2005
Proposal evaluation completed*	September 9, 2005
Notify selected respondent	September 12, 2005
Contract negotiations begin*	September 12, 2005
Contract signed by respondent*	September 15, 2005

** These dates are subject to the determination of the need for BAFOs. If BAFOs are not required, the process could reach a completion date earlier than the listed date for contract signature.*

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the respondent's proposal or the proposal may be rejected.
- The transmittal letter should be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The SOS may, at its option, allow all respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the SOS will contact each respondent affected. Each respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the State as a minor error or omission and may result in disqualification of the proposal from further evaluation.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the respondent's ability to supply the requested products and services that meet the requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

A person authorized to commit the respondent to its representations and who can certify the information offered in the proposal meets all general conditions, including the information requested in Section 2.3.4, must sign the transmittal letter. **In the transmittal letter please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address if different than individual authorized for signature.**

2.2.3 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, respondents will be notified via e-mail.

It is the respondent's obligation to notify the SOS of any changes in any address that may have occurred since the origination of this solicitation. The SOS will not be held responsible for incorrect vendor/contractor addresses.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the respondent deems relevant or important to the SOS's successful acquisition of the products and services requested in this RFP.

2.3.2 Respondent Company Structure

The legal form of the respondent's business organization, the state in which incorporated (if a corporation include a copy of incorporation certificate), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the respondent's financial statement, such as an income statement or balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the respondent's financial stability. If the organization includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of

any/all financial information supplied with this proposal. The particular areas of interest to the SOS in considering corporate responsibility, which are mandatory, include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the firm assures board integrity, the separation of audit functions and consulting services. The SOS will consider the information offered in this section to determine the responsibility of the offeror per IC 5-22-16-1(d).

Federal law H.R. 3763, the “Sarbanes Oxley Act of 2002” is NOT directly applicable to this acquisition, however, its goals and objectives were used to develop our mandatory areas of interest.

2.3.5 Facilities and Resources

The respondent should include information with regard to the organization’s resources it deems advantageous to the successful provision of the requested products and services. This might include management capabilities and experience, technical resources, and operational resources not directly assigned to this project, but available if needed.

2.3.6 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. Also, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains a sample contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to the SOS. NOTE: Those clauses that are mandatory are as follows:

- Duties of Vendor, rate of pay, and term of contract
- Conflict of Interest
- Drug-free workplace provision and certification
- Funding Cancellation
- Non-collusion and Acceptance
- Non-discrimination clause
- Ethics
- Audits
- Payments
- Changes in Work
- Compliance with Laws
- Continuity of Services
- Disputes
- Governing Laws
- Information Technology Accessibility, as modified

Termination for Convenience
Minority and Women Business Enterprise Compliance
Subcontractor

Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a respondent wishes to suggest alternative wording for one or more of these mandatory clauses without changing the intent, these suggestions may, at the respondent's option, be documented in this section of the Business Proposal. The respondent's suggested language will be considered by the SOS during the contract negotiation process. The SOS's willingness to consider alternative language does not change the requirement that the respondent agree in the Transmittal Letter to the acceptance of the SOS mandatory clauses as written.

2.3.7 References

The respondent must include a list of at least three clients for whom the respondent has provided products and services the same or similar to those products and services requested in this RFP. Any state government for whom the respondent has provided these products and services should be included. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone numbers of a person who may be contacted for further information.

2.3.8 Subcontractors

The respondent must list the name, address and state of incorporation of any subcontractor proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, indication that the subcontractor is registered with the Indiana Secretary of State (see Section 1.14 for forms of businesses required to register), if required, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1.

2.4 TECHNICAL PROPSOAL

The Technical Proposal must be divided into the sections as described below. Every

point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the SOS.

Proposals should be presented in the following format:

- 2.4.1 **Executive Summary:** Respondent proposals shall include an executive summary describing respondent's approach to providing the products and services described in this RFP. Respondent should explain how the respondent credentials in similar projects will benefit the State.
- 2.4.2 **Work Plan:** Provide an explanation of how respondent would use knowledge, expertise and research to produce the various components of the campaign. Describe the qualitative and quantitative approaches respondent would use to shape the production of the pieces proposed and achieve the State's goal of maximizing the impact on the listening/viewing public while keeping in mind the State has limited financial resources.
- 2.4.3 **Experience:** The respondent will describe at least two examples of similar projects (educational/awareness/social marketing/issue advertising campaigns). The respondent will describe campaign issues, goals, activities, media outlets used, and measurable documented results. The respondent will also supply two copies of promotional and advertising materials and research findings from one of these projects: include at least one television ad (VHS), one radio ad (CD), and one print ad. The respondent will supply a sample public relations campaign it has used in conjunction with an overall media campaign.
- 2.4.4 **Dedicated Staff Resources:** Include the names and resumes of all individuals who would directly manage the project and the work they will perform for the respondent.

2.5 MINORITY & WOMEN'S BUSINESS ENTERPRISES PARTICIPATION PLAN

A properly completed and signed MWBE Participation Plan must be included as part of the proposal. Respondents must indicate the name of the racial minority and woman owned firm(s) with which it will work, the contact name and phone number at the firm(s), the service supplied by the firm(s), and the specific dollar amount from this contract that will be directed toward each firm.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment C). The form asks for, among other information, the following:

- a. The amount of the contract that is being allocated for payroll and benefits to Indiana residents
- b. The amount that is being awarded to Indiana subcontractors and suppliers
- c. The amount that is being subcontracted to Indiana certified minority and women owned businesses

The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The SOS has selected a group of personnel to act as a proposal evaluation team. All evaluation personnel will use the evaluation criteria stated in Section 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration. Respondents should note that agreement to the SOS’s mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point/percentage score will be established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight could be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by the SOS for further action, such as

contract negotiations. If, however, the SOS decides no proposal is sufficiently advantageous to the State, the SOS may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the respondent, the SOS may begin contract preparation with the next qualified respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name (total maximum points = 100).

3.2.1 Adherence to Requirements (20 points)

3.2.2 Overall Management Judgment (20 points)

3.2.3 Indiana Economic Impact (20 points)

See Section 2.6 for additional information.

(The amount of the project being allocated for gross payroll and related fringe benefits for employees who live in Indiana + the amount allocated for subcontractors and suppliers located in Indiana + the amount allocated for State of Indiana certified minority and/or women owned businesses located in Indiana) divided by (the total amount of the proposal) = percentage of proposal's impact on the Indiana economy.

The percentage impact on the Indiana economy will be multiplied by the points allocated for Indiana Economic Impact (Section 3.2) and the resulting number will be the points awarded for Indiana Economic Impact.

3.2.4 Price (20 points)

3.2.5 Minority (10 points) & Women's Business (10 points) Participation Plan (20 points)

PROPOSAL CERTIFICATION

Responses to this solicitation serve as a warrant the responding entity has properly registered as required by law with the Secretary of State and has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees it will immediately notify the SOS of any such actions. The respondent also certifies neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.

Any respondent agrees that the SOS may confirm, at any time, no such liabilities exist, and, if such liabilities are discovered, the State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

All proposals will be reviewed by members of SOS. References may be contacted. It is possible persons participating in the selection process will interview finalists. The SOS will determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The rest of this page is left blank intentionally blank.